

Phone: (903) 759-5922
 Bar Number: 24064289

**UNITED STATES BANKRUPTCY COURT
 EASTERN DISTRICT OF TEXAS
 MARSHALL DIVISION**

IN RE: **Curtis Fitzpatrick** § CASE NO **13-20136**
xxx-xx-7581 §
Angela Renae Fitzpatrick § CHAPTER **13**
xxx-xx-8752 §
Debtor(s) §

MODIFIED CHAPTER 13 PLAN

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE OF SAID COURT:

COME NOW, Curtis Fitzpatrick and Angela Renae Fitzpatrick, Debtors herein, and propose the following plan under Chapter 13 of the Bankruptcy Code:

1. The debts of DEBTOR(S) duly proved and allowed shall be paid to the holder thereof in accordance with the provisions of Chapter 13 of the Bankruptcy Code and this Plan.
2. The future earnings of DEBTOR(S) are submitted to the supervision and control of this Court, and DEBTOR(S) shall pay to the TRUSTEE a VARIABLE amount each month. Please refer to EXHIBIT "B" for a VARIABLE payment schedule. Payments shall commence on July 28, 2013 and shall continue at the intervals and in the amounts indicated on EXHIBIT "B".
3. From the payments received, the TRUSTEE will make disbursements in the following order:

(a). **Administrative Expenses:** The TRUSTEE shall FIRST pay the expenses as prescribed by the Court, for administration of this plan.

| Name of Creditor | Type | Amount | Interest Rate | Monthly Payment | Term | Total Paid |
|-------------------|---------------|------------|---------------|-----------------|------|------------|
| Carol Cross Stone | Attorney Fees | \$2,881.00 | 0% | First Funds | | \$2,881.00 |
| Carol Cross Stone | Attorney Fees | \$600.00 | 0% | First Funds | | \$600.00 |
| Carol Cross Stone | Attorney Fees | \$600.00 | 0% | First Funds | | \$600.00 |
| Carol Cross Stone | Attorney Fees | \$400.00 | 0% | First Funds | | \$400.00 |

(b). **Priority Claims:** All Claims entitled to priority under Section 507 of the Bankruptcy Code will be paid as follows:

| Name of Creditor | Claim Amount | Amount Entitled To Priority | Interest Rate | Monthly Payment | Term | Total Paid |
|------------------|--------------|-----------------------------|---------------|-----------------|------|------------|
| | | | | | | |

(c). **Secured Claims:** Secured creditors, whose claims are duly and timely filed, approved and allowed will be treated as follows:

(1). Pursuant to 11 U.S.C. § 1325(a)(5)(B)(i) the holder of any allowed secured claim shall retain its lien securing the underlying debt until the earlier of the payment of the underlying debt as determined under nonbankruptcy law or the debtor(s) obtain a discharge under Section 1328 of the Bankruptcy Code.

(2). **Payment of Secured Claims:** Secured creditors, whose claims are duly and timely filed, approved and allowed, will be paid as follows:

| Name of Creditor | Amount Claimed | Principal Amt to Be Paid | Interest Rate | Monthly Payment | Term | Estimated Total Paid |
|---------------------------------|------------------|--------------------------|---------------|-----------------|------|----------------------|
| Collateral | Value of Collat. | | | | | |
| East Texas Professional Credit | \$11,060.50 | \$11,060.50 | 0% | \$184.34 Avg. | 1-60 | \$11,060.50 |
| 2007 Ford Expedition | \$14,029.00 | | | | | |
| Ocwen Loan Servicing | \$8,081.55 | \$8,081.55 | 0% | \$134.69 Avg. | 1-60 | \$8,081.55 |
| 4104 Forest Trail; Marshall, TX | \$8,081.55 | | | | | |
| Regional Acceptance Corporatio | \$21,876.18 | \$14,950.00 | 4.25% | \$274.09 Avg. | 1-60 | \$16,445.19 |
| 2007 Chevy Silverado PU | \$14,950.00 | | | | | |

* Variable payments are scheduled, please see Pro Forma, if attached.

Computer software provided by LegalPRO Systems, Inc., San Antonio, Texas (210) 561-5300.

(3). **Void Lien:** The secured creditors listed below hold a non-purchase money, non-possessory security interest on Debtor(s) exempt property. Their lien will be voided pursuant to 11 U.S.C. § 522(f) and their claim treated as unsecured and paid pursuant to paragraph (e) below:

| Name of Creditor | Collateral Description | Amount of Claim |
|------------------|------------------------|-----------------|
|------------------|------------------------|-----------------|

(d). **Special Class:** The following specially classified claims shall be paid as follows:

| Name of Creditor | Claim Amount | Principal Amt. To Be Paid | Interest Rate | Monthly Payment | Term | Total Paid |
|------------------|--------------|------------------------------|---------------|--------------------|------|------------|
|------------------|--------------|------------------------------|---------------|--------------------|------|------------|

(e). **Unsecured Claims:** Unsecured claims will be paid pro rata by the TRUSTEE after payment of the aforementioned categories, to creditors who have duly and timely filed and proved their claim, with the same having been allowed by the Court, with such payments or dividends to be paid in lieu of the debt and in satisfaction of the debts of such creditors.

(f). No interest, penalty or additional charge shall be allowed on any account subsequent to the filing of the petition herein, except that interest shall be allowed on claims to fully secured creditors in accordance with 11 U.S.C. § 506(b).

4. DEBTOR(S) shall pay direct the following debts outside the Plan:

| Name of Creditor | Collateral Description | Monthly Amount | Balance |
|--------------------------------------|---------------------------------|----------------|--------------|
| East Texas Professional Credit Union | 2000 Lexis | | |
| Harrison Central Appraisal District | 4104 Forest Trail; Marshall, TX | | \$1,000.00 |
| Harrison County Tax Collector | 4104 Forest Trail; Marshall, TX | | \$444.63 |
| Wells Fargo Bank, NA | 4104 Forest Trail; Marshall, TX | \$978.56 | \$138,253.71 |

5. The following secured claims are not dealt with in the DEBTOR(S)' plan, therefore, upon confirmation of the DEBTOR(S)' Chapter 13 Plan, the automatic stay provisions of 11 U.S.C. § 362 will be terminated and annulled with respect to each of the following claims:

| Name of Creditor | Collateral Description | Claim | Value | Deficiency |
|------------------|------------------------|-------|-------|------------|
|------------------|------------------------|-------|-------|------------|

The automatic stay provisions of 11 U.S.C. Sec. 362 remain in effect as to DEBTOR(S).

The remaining portion of the debt (deficiency), if any, shall be treated as any other general unsecured claim under this plan.

6. All executory contracts of the DEBTOR(S) will be assumed unless specifically rejected herein. The following executory contracts and/or leases are ASSUMED or REJECTED as indicated below:

| Name of Creditor | Contract is Assumed/Rejected |
|-----------------------|------------------------------|
| Sprint Nextel Corp(p) | Assumed |

7. Upon confirmation of this plan, title of the property of the estate shall vest in DEBTOR(S).

8. The Court may, from time to time, during the period of the plan, extend, increase or reduce the amount of any of the installments provided for by the plan, or extend or shorten the time for any such payments where it shall be made to appear, after such hearing, upon such notice as the Court may designate, that the circumstances of DEBTOR(S) so warrant or so require; provided, however, that nothing in this plan shall be construed to prevent the granting of a discharge of DEBTOR(S) as provided in 11 U.S.C. § 1328.

9. **Post-Confirmation Cure or Waiver of Default:**

Any default of the DEBTOR'S post-confirmation plan payments may only be WAIVED by compliance with the provisions of 11 U.S.C. § 1329. Any default of post-confirmation plan payments may only be CURED by permission of the Standing Chapter 13 Trustee and compliance with such conditions as the TRUSTEE may impose.

10. **Post-Petition Claims:**

The DEBTOR(S) will not incur any post-petition consumer debt except after notice to creditors and approval by the Court or the Standing Chapter 13 Trustee. Post-petition claims will be allowed only as specified in 11 U.S.C. § 1305.

11. The Attorneys for DEBTOR(S) will be automatically relieved and released as attorneys of record for DEBTOR(S) upon approval of the plan.

Additional Provisions of the Plan

Tax Returns/Tax Refunds/Modification

All future tax refunds which Debtor(s) receive during the term of the plan, starting with the tax refund, if any, to be received for the tax year 2017, shall be turned over to the Trustee within ten (10) days of receipt of such, to the extend that refund exceeds \$1920, and shall be added to the plan base. Whether or not a tax refund is due, Debtor(s) shall provide a copy of their tax return to the Trustee within ten (10) days of filing such during the term of the Plan.

With respect to tax refunds received by the Debtors during the term of the plan prior to the tax year noted above, such refunds are already accounted for in the payment schedule as set forth in this modification order.

Total Paid to Secured Creditor(s) - East TX Professional CU

The total paid amount as set forth hereinfor the following creditor(s) represent the sum of the principal payment(s) (including adequate protection payments, if any) plus interest payment(s) paid to date by the Trustee to said creditor(s) as reflected in the Trustee's records: Principal: \$9,624.80; Interest: \$1,155.70; Adequate Protection: \$280.00. Debtors surrender the 2007 Ford Expedition that secures this claim. No further payments shall be made to East Texas Professional Credit Union.

Total Paid to Secured Creditor(s) - East TX Professional CU

The total paid amount as set forth hereinfor the following creditor(s) represent the sum of the principal payment(s) plus interest payment(s) paid directly by the Debtors to said creditor(s) \$2,853.45. Debtors paid in full the debt for the 2000 Lexus ES 300 that secured this claim. No further direct payments shall be made by Debtors to East Texas Professional Credit Union.

Child Support to be paid direct

Debtor shall make ongoing child support to the Texas Attorney General Child Support Unit by way of payroll deduction.

Total Paid to Secured Creditor - Ocwen Mortgage

The total paid amount as set forth hereinfor the following creditor(s) represent the sum of pre-petition arrearage paid to date by the Trustee to said creditor(s): \$8,081.55. Ocwen Loan Servicing and Debtors have entered into a loan modification agreement which subsumes the pre-petition arrearage. No further payments shall be made through the Plan for pre-petition arrearage.

DATED on this the 20th day of April, 2017.

Law Office of Carol Cross Stone

/s/ Carol Cross Stone

Carol Cross Stone
Bar Number: 24064289
1118 Judson Road
Longview, TX 75601

Phone: (903) 759-5922 Fax: (866) 929-0734

IN RE: **Curtis Fitzpatrick**
Angela Renae Fitzpatrick
Debtor(s)

CASE NO **13-20136**
CHAPTER **13**

EXHIBIT "B" - VARIABLE PLAN PAYMENTS

PROPOSED PLAN OF REPAYMENT (VARIABLE PAYMENTS INTO THE PLAN)

| <u>Month / Due Date</u> | <u>Payment</u> | <u>Month / Due Date</u> | <u>Payment</u> | <u>Month / Due Date</u> | <u>Payment</u> |
|--------------------------------|-----------------------|--------------------------------|-----------------------|--------------------------------|-----------------------|
| 1 07/28/2013 | \$848.00 | 21 03/28/2015 | \$848.00 | 41 11/28/2016 | \$848.00 |
| 2 08/28/2013 | \$848.00 | 22 04/28/2015 | \$848.00 | 42 12/28/2016 | \$848.00 |
| 3 09/28/2013 | \$848.00 | 23 05/28/2015 | \$848.00 | 43 01/28/2017 | \$848.00 |
| 4 10/28/2013 | \$848.00 | 24 06/28/2015 | \$848.00 | 44 02/28/2017 | \$848.00 |
| 5 11/28/2013 | \$848.00 | 25 07/28/2015 | \$848.00 | 45 03/28/2017 | \$848.00 |
| 6 12/28/2013 | \$848.00 | 26 08/28/2015 | \$848.00 | 46 04/28/2017 | \$180.00 |
| 7 01/28/2014 | \$848.00 | 27 09/28/2015 | \$848.00 | 47 05/28/2017 | \$180.00 |
| 8 02/28/2014 | \$848.00 | 28 10/28/2015 | \$848.00 | 48 06/28/2017 | \$180.00 |
| 9 03/28/2014 | \$848.00 | 29 11/28/2015 | \$848.00 | 49 07/28/2017 | \$180.00 |
| 10 04/28/2014 | \$848.00 | 30 12/28/2015 | \$848.00 | 50 08/28/2017 | \$180.00 |
| 11 05/28/2014 | \$848.00 | 31 01/28/2016 | \$848.00 | 51 09/28/2017 | \$580.00 |
| 12 06/28/2014 | \$848.00 | 32 02/28/2016 | \$848.00 | 52 10/28/2017 | \$580.00 |
| 13 07/28/2014 | \$848.00 | 33 03/28/2016 | \$848.00 | 53 11/28/2017 | \$580.00 |
| 14 08/28/2014 | \$848.00 | 34 04/28/2016 | \$848.00 | 54 12/28/2017 | \$580.00 |
| 15 09/28/2014 | \$848.00 | 35 05/28/2016 | \$848.00 | 55 01/28/2018 | \$580.00 |
| 16 10/28/2014 | \$848.00 | 36 06/28/2016 | \$848.00 | 56 02/28/2018 | \$580.00 |
| 17 11/28/2014 | \$848.00 | 37 07/28/2016 | \$848.00 | 57 03/28/2018 | \$580.00 |
| 18 12/28/2014 | \$848.00 | 38 08/28/2016 | \$848.00 | 58 04/28/2018 | \$580.00 |
| 19 01/28/2015 | \$848.00 | 39 09/28/2016 | \$848.00 | 59 05/28/2018 | \$580.00 |
| 20 02/28/2015 | \$848.00 | 40 10/28/2016 | \$848.00 | 60 06/28/2018 | \$580.00 |